

EXHIBIT 59

1 BEFORE THE
2 UNITED STATES INTERNATIONAL TRADE COMMISSION
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5 In the Matter of:) Investigation No.
6 CERTAIN GAMING AND) 337-TA-752
7 ENTERTAINMENT CONSOLES,)
8 RELATED SOFTWARE, AND)
9 COMPONENTS THEREOF)
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12 Hearing Room A
13
14 United States
15 International Trade Commission
16 500 E Street, Southwest
17 Washington, D.C.
18
19 Friday, January 13, 2012
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21 VOLUME V
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23 The parties met, pursuant to the notice of the
24 Judge, at 9:31 a.m.
25 BEFORE: THE HONORABLE DAVID P. SHAW

1 APPEARANCES:

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2 WITNESS DIRECT CROSS REDIRECT RECROSS

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8 AFTERNOON SESSION: 1303

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10 E X H I B I T S

11 EXHIBIT NO. RECEIVED

12 COMPLAINANTS'

13 CX-22 1297

14 CX-23 1297

15 CX-24 1297

16 CX-35 1297

17 CX-139 1297

18 CX-140 1297

19 CX-182 1297

20 CX-359 1297

21 CX-365C 1297

22 CX-369 1297

23 CX-371 1297

24 CX-374 1297

25 CX-377 1297

1 "Answer: Yes."

2 Were you asked those questions and did you
3 give those responses?

4 A Yes, I did.

5 Q Okay. Now, you said several times in your
6 testimony that the owner of essential patents only has
7 RAND obligations to applicants. Do you recall that?

8 A I don't recall it, but --

9 Q Well, for context, could you look at your
10 answer to question 44.

11 A Yes.

12 Q And this is just an example of one place
13 where you said it. If you look at the first sentence
14 there, you see the statement you made that they'll
15 make available their essential patents to applicants
16 on reasonable and nondiscriminatory terms.

17 A Yes.

18 Q And I want to explore a little bit what you
19 thought the word "applicant" means or what you had in
20 mind when you said an applicant.

21 Would you agree that an applicant in this
22 context is anyone that the patent owner makes an offer
23 to?

24 A In the context of the policy, the applicant
25 is envisioned as a party who comes forward and

1 requests a license.

2 Q So let's see if we can -- I want to pin this
3 down and make sure I understand what you're saying.

4 You're saying that the RAND obligation is
5 limited to prospective licensees who affirmatively
6 contact the patent owner with a request for a license?

7 A The policy envisions that once there's a
8 letter of assurance -- and this is posted on, in
9 IEEE's case, their patent policy list -- that the
10 patent holder would be expected to -- to receive any
11 requests from applicants who wish to engage in
12 negotiations to -- that would result in a RAND
13 license. That's the concept.

14 Q Let me give you a hypothetical and see if
15 we're on the same page or not. Suppose Motorola has
16 essential patents, and suppose Motorola approaches a
17 company that it believes are -- is infringing those
18 essential patents. There are letters of assurance.

19 Are you saying that Motorola has no RAND
20 obligations toward that company because Motorola
21 approached them first?

22 A No, I'm not.

23 Q Okay. And it would be fair to say that you
24 don't think a patent owner's RAND obligations turn on
25 the question of whether the patent owner or the